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on the dedication and guarantee on Mr. Hall's plat, knowing that they and the public could and do use most of these unpaved streets or alleys for access to the lots and as "through streets" even though they are unpaved at the present time. Some of these lot owners have even paid for sewerage hookups to the back lots they own so they will have sewerage available when they do decide to build on the lots. It is expected that the streets and alleys would be paved at the time such development took place.

In Teets the Court clearly defined the theory of dedication and the estoppel of the original owner, his heirs and assigns from claiming their use as against the public upon which your Respondents rely when the Court stated:

"The law is well established in this State that an intent on the part of an owner of land to dedicate it to public use is absolutely essential to constitute a dedication... When an owner lays off land in lots and sells them as bounding on certain streets, which are sufficiently designated, the streets are held to be dedicated to the public... If the lots are described as binding on a street, and the street is shown on a public map or a private plat, such a designation raises an implied covenant that a public way exists; and unless the grantor uses language to show that he did not intend a dedication to public use, the presumption of dedication becomes conclusive... dedication will be presumed where the facts and circumstances of the case clearly warrant it, so that presumption may be rebutted and altogether prevented from arising by circumstances incompatible with the supposition that any dedication was intended. One of the modes by which dedication may be evidenced is where a street is designated on a plat made by authority, or by the party himself, as passing over certain lands, and the owner subsequently conveys lots fronting or bounding on such street, he remaining the owner of the fee in the bed of the street; this is held to be dedication of the land over which the street passes to the public use, and on opening the street the owner of the fee will be entitled to nominal damages only as compensation. In such case the sale and conveyance of lots so bounded upon the street in the plan of a town or city imply a grant or covenant to the purchaser that the street thus indicated and called for shall be and remain forever open to the use of the public, free from all claim or interference of the proprietary of the estate therein inconsistent with such use. It is supposed the existence of the street, either present or prospective, entered into the consideration of the purchase, and thus the grantor of the lot or lots sold has been compensated for the public use of the street, and is therefore estopped to make any further claim for such use as against the public. But the implication of such a covenant may be rebutted in many ways, as by other express covenant or agreements between the parties, or by the